

3. ~~FHA/VA LOAN FEES.~~ If a new FHA or VA loan is to be placed under this contract, the Purchaser agrees to pay a loan origination fee of 1% of the principal sum of the loan, and the Seller agrees to pay a loan placement fee of _____ % of said loan. The loan placement fee is based on the present mortgage money market and it is further agreed that the Seller will comply with any reasonable change in said fee at the time of settlement provided said change is due to a change in the mortgage money market.

4. ~~VA LOAN.~~ In the event that the Purchaser is placing a Veterans Administration guaranteed loan, it is expressly agreed that notwithstanding any other provisions of this contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration or the Purchaser is not approved by the Veterans Administration and the lending institution. In the event the Certificate of Reasonable Value is less than the amount of the contract price, the Purchaser shall have the privilege and option for five days after receipt of VA appraisal to proceed with the consummation of this contract without regard to the amount of reasonable value established by the Veterans Administration. This contract is contingent on the approval of the house and the Purchaser by the Veterans Administration and the lending institution. If the aforesaid approval is not obtained, it is expressly agreed that the Purchaser shall be refunded his deposit and the contract shall be null and void.

5. ~~FHA/VA REQUIREMENTS.~~ If FHA or VA financing is being placed herein, any outstanding sewer and water tap fees shall be paid in full by the Seller. Seller agrees to comply with reasonable FHA or VA requirements or repairs, where applicable.

6. ~~CONVENTIONAL LOAN.~~ Seller agrees to pay not more than _____ % loan placement and/or origination fee.

7. ~~TERMITE INSPECTION.~~ At the time of settlement, Seller shall provide to Purchaser a written certification from a licensed exterminator that, based upon careful visual inspection of accessible areas of the house, there is no evidence of infestation of termites or wood boring insects. If such infestation exists, Seller, at his own expense, prior to settlement, is to exterminate and repair any existing structural damage caused by termites or wood boring insects.

8. ~~WATER REPORT.~~ Seller agrees to furnish Purchaser a certificate from the Frederick County Health Department indicating the well water is fit for human consumption. If this certificate is not furnished, Purchaser shall have the option to declare this contract null and void, in which event the deposit will be refunded without costs.

9. ~~SUBJECT TO SALE OF PURCHASER'S EXISTING HOME.~~ The performance of this contract is contingent upon the sale of Purchaser's home located at _____ . Seller shall have the right to declare this contract null and void if he receives another contract which is satisfactory to him by sending a telephoned, time-dated, Western Union Telegram notice that he has secured a satisfactory contract provided, however, that if within 72 hours after the sending of such notice from the Seller, Purchaser notifies Seller of his election to waive said contingency of the sale of his own house (and the contingency to obtain financing) this contract shall thereupon be restored to full force and effect. If Purchaser elects not to waive the contingency within 72 hours as aforesaid, his deposit hereunder shall thereupon be returned to him in full and all rights and liabilities under this contract shall cease. If contingency upon sale of Purchaser's home is not resolved by _____ , this contract shall become null and void in which case the deposit will be refunded to the Purchaser without costs.

10. MISCELLANEOUS PROVISIONS.

This property is sold reserving unto the Seller Glenna K. Waynant
a life estate.

This contract is contingent upon authority being given Glenna K.
Waynant and Richard E. Waynant to sign for Mark E. Waynant by the
Circuit Court for Frederick County, Md.

11. The principals to this contract mutually agree that it shall be binding upon them, their heirs, personal representatives, successors and assigns, that this contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written not herein contained; time being of the essence of this agreement.

12. ~~The Seller recognizes _____ as the Realtor(s)~~
~~negotiating this contract and agrees to pay a brokerage fee for services rendered amounting to _____ % of the sales price.~~
~~The party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of the sale and pay same to Realtor(s).~~

Witnesseth, that the Seller does hereby bargain and sell unto the said Purchaser and the Purchaser does hereby purchase from the Seller the above described property and that we the undersigned do hereby ratify, accept, agree and acknowledge the above, to be our contract of sale.

This contract has been executed in 1 copies. Date of acceptance March 20, 1980, Time 10:30 Am.

David M. Juggenheim
Witness

Maisie F. Richter
Maisie F. Richter Purchaser

Glenna K. Waynant
Glenna K. Waynant ~~XXXXX~~ Seller

Mark E. Waynant
Mark E. Waynant Seller

Richard E. Waynant
Richard E. Waynant Seller

as
Witness

to
Witness

all
Witness